

REMARKS

Claims 22 to 26, 29 to 40 and 45 were rejected under 35 U.S.C. §112. Claims 20 to 26, 30 to 33, 38 to 42 and 45 were rejected under 35 U.S.C. §102(b) as unpatentable as anticipated by U.S. Patent No. 4,313,378 to Etchell et al. ("Etchell"). Claim 29 stands rejected as unpatentable as obvious, 35 U.S.C. §103(a), over Etchell et al. in view of U.S. Patent No. 3,146,709 to Bass et al. ("Bass"). Claim 34 is rejected as unpatentable as obvious over Etchell et al. in view of U.S. Patent No. 3,791,295 to Albright ("Albright"). Claims 35 to 37 stand rejected as unpatentable as obvious over Etchell et al. in view of U.S. Patent No. 4,191,106 to Fermi ("Fermi"). Claim 39 is rejected as unpatentable over Etchell et al. in view of U.S. Patent No. 3,108,538 to Barnes ("Barnes").

Claims 21 to 45 have been canceled without prejudice.

Reconsideration of the application based on the foregoing amendments and the following remarks is respectfully requested.

Rejections under 35 U.S.C. §102(b)

Claims 20 to 26, 30 to 33, 38 to 42 were rejected under 35 U.S.C. §102(b) as being anticipated by Etchell.

Claim 20 recites a "method for varying a printing length of a press comprising exchanging a sleeve-like cover, the cover including material and walls that define a gap running parallel to an axis of rotation of the cover and at least one recess in an inner circumferential surface of the cover, with a further sleeve-like cover of a different external diameter."

Etchell does not disclose or teach any "exchanging" of any covers as claimed. Moreover, there is no disclosure of any further sleeve-like cover of a different external diameter.

The standard for anticipation under 35 U.S.C. §102 is that it must be inherent that the reference teaches the limitation. See MPEP 2112. All Etchell teaches is that the radial dimension should be such to cause the outer diameter of the plate to be equal to the outer diameter of the blanket cylinder. This can be accomplished by a simple measurement of the thickness of the relevant elements, without the existence of any "inappropriately sized blanket" as referenced in the Office Action at the top of page 6. Why would one of skill in the art manufacture such an inappropriately sized blanket, given that he or she could, given simple measurements and the teaching of Etchell, manufacture a properly sized one? Also, if one of

skill in the art “would know how to use the appropriately sized blanket” as asserted in the Office Action, then there would have been no need to ever have placed an inappropriately-sized one on the cylinder in the first place.

Etchell simply does not disclose, explicitly or inherently, as required by the MPEP, “exchanging a sleeve-like cover... with a further sleeve-like cover of a different diameter” as claimed.

Moreover, claim 20 claims a method for “varying a printing length of a press” and there is no teaching or disclosure in Etchell of any method directed to varying any printing length.

Withdrawal of the rejection to claim 20 is respectfully requested.

CONCLUSION

The present application is respectfully submitted as being in condition for allowance and applicants respectfully request such action.

Respectfully submitted,

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